

17668. Adulteration of oysters. U. S. v. Conrad R. Becker (Lakewood Market).  
Plea of not guilty. Tried before a jury. Jury discharged after failure  
to reach verdict. Subsequent plea of nolo contendere. Fine, \$200.  
(F. D. C. No. 30601. Sample Nos. 94911-K to 94913-K, incl.)

INFORMATION FILED: June 11, 1951, District of Colorado, against Conrad R.  
Becker, trading as the Lakewood Market.

ALLEGED SHIPMENT: On or about November 6, 1950, from the State of New  
Jersey into the State of Colorado.

ALLEGED VIOLATION: On or about November 10, 1950, while the product  
was held for sale after shipment in interstate commerce, the defendant  
caused a quantity of water to be added to the oysters, which act resulted in  
the oysters becoming adulterated.

NATURE OF CHARGE: Adulteration, Section 402 (b) (2), a substance, water,  
had been substituted in part for oysters; and, Section 402 (b) (4), water had  
been added to the product and mixed with it so as to increase its bulk and  
reduce its quality.

DISPOSITION: On September 18, 1951, a plea of not guilty having been entered,  
the case was tried before a jury, but the jury failed to agree as to a verdict.  
On November 21, 1951, a plea of nolo contendere having been entered, the court  
fined the defendant \$200.

17669. Adulteration of oysters. U. S. v. Food Center of St. Louis, Inc. Plea of  
nolo contendere. Fine, \$500. (F. D. C. No. 30608. Sample No. 31454-L.)

INFORMATION FILED: July 13, 1951, Eastern District of Missouri, against Food  
Center of St. Louis, Inc., Pine Lawn, Mo.

ALLEGED SHIPMENT: On or about December 16, 1950, from the State of New York  
into the State of Missouri.

ALLEGED VIOLATION: Between the approximate dates of December 28, 1950, and  
January 9, 1951, while the product was held for sale after shipment in inter-  
state commerce, the defendant caused a quantity of water to be added to the  
oysters, which act resulted in the oysters becoming adulterated.

NATURE OF CHARGE: Adulteration, Section 402 (b) (2), a substance, water, had  
been substituted in part for oysters; and, Section 402 (b) (4), water had been  
added to the product and mixed with it so as to increase its bulk and reduce  
its quality.

DISPOSITION: September 26, 1951. A plea of nolo contendere having been  
entered, the court imposed a fine of \$500.

• 17670. Adulteration and misbranding of frozen breaded shrimp. U. S. v. 615  
Cases \* \* \*. (F. D. C. No. 31062. Sample No. 17756-L.)

LIBEL FILED: April 20, 1951, Southern District of California.

ALLEGED SHIPMENT: On or about March 5, 1951, by the McKown-Liston Packing  
Co., from Nogales, Ariz.

PRODUCT: 615 cases, each containing 24 packages, of frozen breaded shrimp at  
Los Angeles, Calif.

LABEL, IN PART: (Package) "Net Weight 12 ounces Liston Shrimp Dinner  
Quick Frozen."

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), the product consisted in  
whole or in part of a filthy substance by reason of the presence of insect-  
infested corn meal.

Misbranding, Section 403 (e) (2), the product failed to bear a label containing an accurate statement of the quantity of the contents. The packages contained less than 12 ounces net, the declared weight.

DISPOSITION: May 10, 1951. The shipper having consented to the entry of a decree, judgment of condemnation was entered and the court ordered that the product be released under bond to be reprocessed under the supervision of the Food and Drug Administration. The shrimp was thawed and washed, which removed the contaminated corn meal. The product then was rebreaded, re-frozen, and repackaged, resulting in the salvaging of 455 cases and 20 packages.

## FRUITS AND VEGETABLES

### CANNED FRUIT

17671. Adulteration of canned crushed bananas. U. S. v. 93 Cans \* \* \*. (F. D. C. No. 31047. Sample No. 17052-L.)

LABEL FILED: April 5, 1951, Southern District of California.

ALLEGED SHIPMENT: On or about January 28, 1947, from Mexico City, Mexico.

PRODUCT: 93 cans, each can containing 6-pounds, 5½-ounces, of crushed bananas at Los Angeles, Calif.

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), the product consisted in whole or in part of a decomposed substance by reason of its chemical decomposition. The product was adulterated while held for sale after shipment in interstate commerce.

DISPOSITION: April 25, 1951. Default decree of condemnation and destruction.

### DRIED FRUIT

17672. Adulteration of apple chops. U. S. v. 85 Sacks \* \* \*. (F. D. C. No. 30982. Sample Nos. 11791-L, 11792-L.)

LABEL FILED: June 5, 1951, Southern District of Ohio.

ALLEGED SHIPMENT: On or about April 3, 1951, by the Battletown Fruit Co., from Staunton, Va.

PRODUCT: 85 sacks of apple chops at Cincinnati, Ohio.

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), the product consisted in whole or in part of a filthy substance by reason of the presence of rodent excreta and insects; and, Section 402 (a) (4), the product had been prepared under insanitary conditions whereby it may have become contaminated with filth.

DISPOSITION: August 10, 1951. Default decree of condemnation and destruction.

17673. Adulteration of pitted dates. U. S. v. 101 Boxes \* \* \*. (F. D. C. No. 31015. Sample No. 6777-L.)

LABEL FILED: May 29, 1951, Western District of New York.

ALLEGED SHIPMENT: On or about December 5, 1950, from Iraq.

PRODUCT: 101 70-pound boxes of pitted dates at Rochester, N. Y.

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), the product consisted in whole or in part of a filthy substance by reason of the presence of insects. The product was adulterated while held for sale after shipment in interstate commerce.

DISPOSITION: June 27, 1951. Default decree of condemnation and destruction.